

**WILLIAM BAILEY AND ELIZABETH SWEETLAND, LATE
WIDOW OF H. DELORD.**

[To accompany bill H. R. No. 43.]

FEBRUARY 29, 1840.

Mr. HILL, of North Carolina, from the Committee of Claims, made the following

REPORT:

The Committee of Claims, to whom has been referred the claim of William Bailey and Elizabeth Sweetland, late the widow of Henry Delord, report :

That they have examined the additional testimony submitted to the committee at the present session in support of this claim; but have found nothing which ought to change the nature or character of the claim, or induce them to dissent from the principle adopted for the relief of the petitioners by the Committee of Claims, in their report to the House of Representatives at the first session of the twenty-fourth Congress (which is hereunto annexed, and made part of this report), and herewith report a bill for the petitioner's relief.

FEBRUARY 19, 1836.

The Committee of Claims, to whom was referred the petition of William Bailey and Elizabeth Sweetland, late the widow of Henry Delord, report :

That the said William Bailey and Henry Delord, during the late war, were partners in company at Plattsburg, in the State of New York, under the firm of Bailey & Delord; that during the period mentioned, they sold goods, to a very large amount, to the officers and soldiers stationed at Plattsburg, with the expectation that they would be paid when funds should be provided for paying the troops. They say they were in a great measure induced to give credit from the strong representations made by the officer in command, and others of subordinate grade, that the troops would soon be paid, and that unless such advances were made the army would mutiny. It appears, on one occasion, many of the men did stack their arms, and were on the point of revolting, because they were not paid. The officers persuaded these men to return to their duty, and requested the firm of Bailey & Delord to give credit to them so far as to relieve their immediate necessities. The paymasters frequently gave certificates to the men of the

Blair & Rives, printers.

amount due to them on the pay rolls, which, being presented to the proper officer of the company to which the applicants belonged, were the bases on which the officer would issue a permit to the soldiers to purchase of Bailey & Delord to an amount prescribed.

The troops, thus the debtors of Bailey & Delord, were marched, in many instances, to distant parts of the United States without having been paid, and without having discharged the debts due from them to Bailey & Delord, contracted in the manner aforesaid, under the control of the officers, and, in many cases, at their earnest solicitation.

General Macomb states, that Mr. Delord called on him at Castle Garden, in 1815, at his headquarters, and requested him to use his endeavors to enable him to obtain from the troops the money due Bailey & Delord. He says he gave him letters to the commanding officers of detachments then on board the transports and about to sail to different destinations, requesting the aid of the officers in behalf of the said Bailey & Delord, in obtaining their just demands against the troops. Mr. Delord went on board, but from a change of officers and other circumstances, he was not able to make any or very small collections. The petitioners pray relief from their losses, occasioned, as they say, from the promises and assurances of the officers that the men would be paid before they were discharged; which promises and assurances, together with the wants of the troops, induced them to give the credit mentioned, and unless it had been given, that part of the army would have been dissolved.

There is no reasonable doubt, from the testimony, that Bailey & Delord did let the soldiers have goods to a very large amount; that such credit was given under the conviction that they would be paid before the troops should be disbanded or marched to any other place; nor is there any reasonable doubt that credit to a large amount was given in consequence of the representations made by the officers, and at their solicitation and request. The troops were not paid there, generally, and debts to a large amount are due to the late firm of Bailey & Delord. The committee do not hold that the United States are liable for these debts in consequence of the assurances or representations of the officers, but if relief was to be recommended for such causes, the testimony of such officers would be required to prove what their representations and assurances were.

The finances of the country at the time mentioned were greatly embarrassed, and the troops were not paid as soon as they should have been, nor as soon as it was the desire of those who administered the Government to pay them. The advances made by Bailey & Delord to the troops, in many instances, relieved their pressing wants, and promoted the benefit of the service.

In the case of sutlers, the United States have authorized the accounting officers to pay the amount due from the United States to the soldier, provided it did not exceed that due from the soldier to the sutlers.

To show the manner of transacting the business, the committee will recommend that a permission to purchase, a certificate of the amount due a soldier, given by his officers to Bailey & Delord, and an order given by a soldier on the paymaster to pay his debt due to Bailey & Delord, be printed with this report. The committee think this firm, under the circumstances of the case, should be placed on a footing with the sutlers, and for that purpose report a bill.

PLATTSBURG, *February 12, 1815.*

Benjamin Small has permission to get a bill on Bailey & Delord, by settling for the same, to the amount of five dollars.

JAMES WILLEY, *Lieut. 33d Infantry.*PLATTSBURG, *May 23, 1815.*

Henry Thomas, a private in the 13th infantry, has not been paid in the regiment since the 30th of June, 1814, and I presume has pay due him from that date.

M. MYERS, *Capt. 13th Infantry.*

Messrs. BAILEY & DELORD.

March 29, 1815.

To Walter Shelden, district paymaster, or any other person authorized to pay me, the subscriber, please to pay to Bailey & Delord, or order, the sum of five dollars; and stop or deduct the same from my first pay due me as a soldier in the United States service, and this shall be my receipt for the same, for I have received the value of them.

his

JOHN + RAWLEY,

mark

Of Captain Carter's company, 34th Infantry.

Witness: B. EDGARTON.

Plattsburg, February 18 1815.
James Willey, Clerk 321 Broadway.
has permission to get a bill on Bailey & Delord, by sub-
mitting for the amount of 450 dollars.

Plattsburg, May 23 1815.
James Willey, Clerk 321 Broadway.
has not been paid in the
the 30th of June 1814, and I presume has paid him from

M. MYERS, Capt 42nd Infantry.

March 29 1815.
I have the honor to acknowledge the receipt of your letter of the 27th inst. in relation to the payment of the bill on Bailey & Delord, and in answer to inform you that the same has been paid to the order of the said Bailey & Delord, and that the same has been deducted from my first pay due me for the service of the 1st of March 1815, and this shall be my receipt for the same.

JOHN + RAWLEY.
mark
Captain Carter's company 42nd Infantry.

[To be annexed to Rep. No. 24.]

WILLIAM BAILEY AND ELIZABETH SWETLAND, WIDOW
OF H. DELORD.

[To accompany bill H. R. No. 43.]

MARCH 21, 1840.

Printed by order of the House of Representatives.

To the honorable the Senate and House of Representatives of the United States, in Congress assembled :

The petition of the undersigned respectfully sheweth : That William Bailey and Henry Delord, of the village of Plattsburg, in Clinton county, in the State of New York, were partners in trade, under the firm of Bailey & Delord, in the year 1814, and previous thereto ; and that during the existence of the firm, to wit, in the year 1814 and part of the year 1815, from causes unknown to your petitioners, the part of the army on duty at that place were unpaid for many months ; and that both the officers and men were in great distress for want of money and means to enable them to procure the necessaries of life. That public credit was so low, that the quartermasters could with great difficulty procure provender and other supplies, which they were obliged to do on credit, and at advanced prices. That private credit was at a very low stand, and most of the merchants of the place preferred keeping their goods on hand, to selling them on credit to the officers and soldiers, who were subject to be marched to some other part of the country, should the service require it, before they were paid. And under such circumstances, much dissatisfaction and complaint prevailed among the soldiers.

In this situation several of the principal officers, desirous to relieve the wants of the army, applied to the said Bailey & Delord, and desired them to advance and deliver to the soldiers, on credit, such articles of merchandise and necessaries as they required ; and assured them that if they would do so, the amount advanced should be paid by the paymasters when they paid off the troops, as part of the wages due the soldiers ; and that there was no doubt but that the army would be paid before many months, and before leaving the station ; and assured the said Bailey & Delord that every practicable means should be adopted to save them harmless, and secure the amount of their advances. Under such assurances the said Bailey & Delord consented to advance, and did make advances from time to time, to the troops, in limited amounts, as directed or sanctioned by the company officers ; the said arrangement, and the manner in which the said Bailey & Delord were to be paid, being understood by the company officers and soldiers.

The means for paying the troops were delayed, contrary to expectations from time to time entertained ; and the wants of the army continuing, the

said Bailey & Delord continued their advances ; and some time during the year 1815, it was rumored that, in consequence of the peace, the men enlisted for during the war would be discharged ; and those enlisted for five years would be removed to other stations. The said Bailey & Delord having advanced nearly all their means, became alarmed, and they stated their fears to General Alexander Macomb, then commanding, who gave them every encouragement to believe that nothing of the kind would take place until the army was paid off, and told them it would be attended with unfavorable consequences to discontinue their advances ; and under such assurances they continued to trust, until the events dreaded took place, and the men were dispersed in every direction, to the almost total loss of the whole amount advanced, which, being all and more than they were worth, reduced them from comfortable situations to bankruptcy.

Your petitioners beg leave to refer to their statement of facts, with the annexed affidavits, and other documents, in support of their claim ; humbly praying that your honorable bodies will introduce a bill for their relief, and pass the same into a law, and thereby relieve them in whole or in part from the effects of the severe losses which were sustained by said Bailey & Delord, whilst acting for the public good, under directions and assurances from those officers upon whose assurances they placed the fullest reliance, but who were, as well as the said Bailey & Delord, disappointed in their expectations ; the army having been in part disbanded, and the remainder removed before they were paid off. And the undersigned, as in duty bound, will ever pray.

WILLIAM BAILEY,

ELIZABETH SWETLAND,

Late widow of Henry Delord, deceased.

We, the undersigned citizens of the town of Plattsburg, in the county of Clinton, and State of New York, respectfully state to General Alexander Macomb, that we are now personally acquainted with William Bailey, Esq., one of the late firm of Bailey & Delord ; and that we are personally knowing to the fact, that said Bailey & Delord, during the years 1814 and 1815, were extensively engaged in furnishing the United States troops, then being at this place, with merchants' goods and necessities, and, as we believe, to a large amount ; and that, in consequence of the advances so made by said Bailey & Delord to the United States troops, they were rendered insolvent and lost their property. That we, at the time the said Bailey & Delord were advancing to the army in 1814 and 1815, then, and now, believe that they were making said advances to said troops at the request of the officers of the army ; and that at the time before stated, the army had been for a long time without their pay, and that an extensive credit was at that time required by many of the officers and soldiers of the army, to render their situation tolerable and comfortable. That said Bailey & Delord were generally reputed to be men in good circumstances previous to their engaging in supplying the United States troops ; that in consequence of their losses they were rendered insolvent, and lost all their property. And the undersigned respectfully state, that they are satisfied that William Bailey, and the legal representatives of Henry Delord, are equitably entitled to be repaid by the Government the amount of their advances so made to the United

States troops during the years 1814 and 1815; but the actual amount of said advances is not known by us, although believed by us to be to a large amount.

PLATTSBURG, June 4, 1834.

Levi Platt,
John Palmer,
M. M. Standish,
Jona. Griffin,
Thomas Green,
Wm. Beaumont,
John Warford,

Benj. Mooers,
Samuel Lowell,
H. Cady,
Ephraim Buck,
Henry Powers,
Fred'k. Halsey.

Statement of facts in relation to advances made by Bailey & Delord to the officers and soldiers of the United States army stationed at Plattsburg, in 1814 and 1815.

In August, 1814, the United States were greatly in arrears to the troops stationed at Plattsburg, and of which there were several regiments. A large portion of the bounty promised to the soldiers at the time of enlistment remained due to most of them. The paymasters had not been furnished with the necessary funds to pay the troops, and arrears of pay were due to the different regiments, varying from six to twelve months. Promises and assurances had been from time to time reported to the soldiers that payment would soon be made, and as often were their hopes disappointed. The soldiers were, in consequence, suffering greatly for want of their accustomed resources, and great complaint, dissatisfaction, and uneasiness were manifested; many of the subordinate officers, also, who depended mainly upon their pay for their support, were reduced to great necessity.

Under these circumstances, the officers, many of them, applied to Messrs. Bailey & Delord, merchants at Plattsburg, to make advances to the troops of such articles as they needed, with assurances that when the troops were paid, the amount so advanced should be repaid by the paymasters, as a part of the pay due to the soldiers; and Bailey & Delord were assured that it could not be long before the troops would be paid, when the necessity for further advances would cease, and those made would be refunded. Bailey & Delord, who were then in good circumstances as to property, hesitated in complying with such request. The officers, however, represented that dissatisfaction and uneasiness prevailed among the troops to such an extent, and of so serious a character, that they were apprehensive of the consequences; that the troops were almost in a state of absolute mutiny; and that unless their necessities could be in some way relieved, it would be impossible to keep them much longer under the restraint of discipline. Under these circumstances, and at the urgent request of the commanding officer, General Macomb, and of the higher officers generally, and under the strongest assurances that these advances should be refunded when the troops were paid, Bailey & Delord consented, and commenced advancing to the army. The mode adopted, with the sanction of the officers, for transacting the business, was something as follows: Certificates were given by paymasters, or acting paymasters, of the amount due to the soldier from the Government; a permission was also given him by the officer

commanding the company to trade with Bailey & Delord. They made the advance to the soldier, or gave him a due-bill for a certain amount, and received from him an order on the paymaster, or some written promise to pay the amount. Under this arrangement, calls were made upon them for supplies to a great extent, as the soldiers had been long destitute. The paymasters were in daily expectation of receiving funds to pay the troops, but were as often disappointed. Bailey & Delord continued to advance, receiving constant assurances from the officers that those advances should be refunded. About the 1st of February, Bailey & Delord having nearly exhausted their own means, payment to the troops being still withheld, and being alarmed for the consequences to themselves personally, they again applied to General Macomb, and informed him of their situation and apprehensions. General Macomb stated to them that it would not answer for them to stop their supplies to the troops; that by this means the troops had been kept from mutiny and revolt; that they must continue their advances; and that they might rest assured they should be repaid, and that he would give them all the aid in his power to effect that object. Under these assurances, Bailey & Delord continued their supplies to the troops, and, having exhausted their own means, borrowed considerable sums of money to enable them to do so. Contrary to all expectation, the funds for the payment of the troops were not supplied; and, at length, about June, 1815, the troops, or a portion of them, received orders to march from Plattsburg; and the principal part were sent away without being paid; and that Bailey & Delord were subjected to great expense in sending agents to different and remote sections of the United States, and to the military posts to which the troops had been marched, for the purpose of getting their pay and the advances made by them to the troops, at the various places where the troops might be paid and discharged; that those agents were unsuccessful in their efforts; and although a small portion was obtained, yet the final result was, that Bailey & Delord suffered an almost total loss of all the advances so made by them to the troops. These losses were beyond their ability to sustain; and they, in consequence, were obliged to fail, and the whole of their property was applied for the payment of their creditors; and from a comfortable independence which they possessed, they were reduced to poverty, at an age so far advanced as to be unable to retrieve their misfortunes.

ELIZABETH SWETLAND,

Late widow of Henry Delord.

WILLIAM BAILEY.

STATE OF NEW YORK, } ss.
Clinton county,

Bela Edgerton, of the town of Plattsburg, in said county, being duly sworn, doth depose and say: That for parts of the years A. D. 1814 and 1815, he was employed as principal clerk in the business of William Bailey and Henry Delord, copartners in mercantile business in Plattsburg; and that when he entered the employ of said Bailey & Delord, in the fall of 1814, they were engaged in supplying the United States troops then lying encamped near said town, with merchant goods, and articles of provisions and groceries, suited to the wants of the officers and soldiers of the army; and that there were at that time several regiments of United States troops at that station—say the 6th, the 29th, part of the 10th, the 33d, 34th, 43d, and 45th regiments of infantry, and some parts of regiments and several

regiments of artillery, some dragoons and artificers; the greater part of said regiments had been for a number of months without their pay, (say from six to twenty months and upwards,) with a part, and in some instances with all, their back bounty due to said soldiers.

And this deponent further saith, that before he entered the store of Bailey & Delord, as clerk, he resided in the village of Plattsburg, and, from personal knowledge of the facts, he states that said troops were greatly dissatisfied, and showed a spirit of insubordination, and were nearly approaching to a state of mutiny and revolt, in consequence of their pay and bounty being kept from them for so great a length of time; upon which state of things, the said Bailey & Delord, at the urgent request of many of the officers of the army, undertook to advance and to furnish such articles of necessity to the officers and soldiers as their pressing wants demanded; many of the officers of the army were solely dependent upon their pay to furnish themselves with necessary clothing and conveniences suited to their stations, and, having been for a great length of time without their pay, required a credit from some quarter; said Bailey & Delord did advance to said officers, in large numbers, clothing and other necessities to an amount sufficient to relieve their urgent wants, under the positive assurances from said officers that the said advances should be repaid when they received their pay from the Government. And this deponent further saith, that, from a personal knowledge of the facts, a large amount of said advances so made were lost by said Bailey & Delord, in consequence of the arrival of peace, and on account of the disbanding of many of the said officers, and from others being marched off to remote sections and posts in the United States without first receiving their pay, in the summer of 1815. And this deponent further states, that the advances made to the private soldiers were made in this manner, when the regimental paymasters were at hand: they (by an understanding previously had between said Bailey & Delord and the paymasters) sent to said Bailey & Delord a certificate stating the amount due to each soldier for back pay and bounty, in the company and regiment to which he belonged; and upon the receipt of such certificate, the said Bailey & Delord gave to such soldier presenting such certificate a due-bill upon their store, or paid them the amount they required in such articles as the soldier required, and took from such soldier an order upon the paymaster of his regiment, or upon the district paymaster—said advance to be paid to Bailey & Delord upon the receipt of funds by the paymaster; or gave their notes to said Bailey & Delord, to be paid when they, the soldiers, received their pay. And this deponent further saith, that the amount of the advances so made by Bailey & Delord to each soldier varied from one dollar to fifty dollars each.

And this deponent further saith, that from the troops or the regiments, (and those only were paid off at Plattsburg who had enlisted during the war,) said Bailey & Delord did receive some part (although a small part) of their advances to said soldiers; and in most cases where the officers who had given the said Bailey & Delord assurances of having the advances made by them repaid, and who were retained in the army, they used their exertions to have them receive their pay; but the principal cause of the losses arose from the fact that the officers of the army who had been most active and urgent to induce said Bailey & Delord to engage in said business of making said advances, were disbanded, or marched off to remote posts, and consequently were unable to render the services to said Bailey &

Delord, in getting their pay from the soldiers, which they intended in the commencement of their business of supplying the soldiers. And this deponent particularly states the fact, that Lieutenant Walter Sheldon, (who was at that time district paymaster for the northern military district,) owing to ill health and his subsequent death, deprived said Bailey & Delord of aid and assistance in getting their claims against the army, and upon whom many of the soldiers of the army had drawn orders, and which would have been paid had said district paymaster been able to discharge the duties of his office, as this deponent verily believes.

And this deponent further states, that the amount of the advances so made by Bailey & Delord to the officers and soldiers of the United States army as above stated, and at or during the times before stated, (as near as this deponent can estimate the same,) must have been between \$25,000 and \$30,000; and that the losses sustained by said Bailey & Delord, in consequence of said advances, could not have been less than \$12,000, and probably would amount to \$20,000.

And this deponent further states, that said Bailey & Delord, after they had advanced to the army, as before stated, for five or six months, became alarmed at the amount of their advances, and entertained fears that they should not receive their pay as soon as they expected, owing to the delay of the Government, or its want of funds to pay off the army, or neglecting to forward the same to pay the troops; and, under this state of facts, said Bailey & Delord again made application to General Alexander Macomb (then in command of this military post,) for his advice and direction in the matter, and stated to him their situation. And this deponent says, that General Macomb gave the said Bailey & Delord the most unqualified assurances that if they would continue to advance to the troops as they had done, they should be paid, and he would use his exertions to help them to receive their pay; and stated to said Bailey & Delord that the advances which they had made to the soldiers had kept them from mutiny and revolt, and that they must in no event stop the supplies until the troops should receive their pay; and this deponent verily believes such to have been the fact. And this deponent further saith, that the like assurances were given to said Bailey & Delord and to this deponent, by several other officers of the highest grade in the army at that time; and upon the faith and honor of the officers of the army, said Bailey & Delord did continue to advance to the army until in the summer of 1815, when the troops were marched off, and discharged and disbanded as before stated.

And this deponent further saith, that the said Bailey & Delord were at great expense and trouble in following the troops which were not paid off or disbanded to remote parts of the United States, and in employing agents to get their debts and claims against the officers and soldiers to whom they had made the advances, as before stated.

And this deponent further states, that at the time said Bailey & Delord engaged in the business of advancing to the army, as before stated, they were generally reputed to be men in easy or affluent circumstances, and of good credit; and that, in consequence of the losses sustained by them on account of the advances so made to the army, they were rendered insolvent, and they were compelled to sacrifice their private property to pay their debts, and were left poor, and without means to help themselves or their families. And further this deponent saith not.

BELA EDGERTON.

Sworn and subscribed before me, personally, this 4th day of June, 1834.

WM. F. HAILE,

A Judge of Clinton County Courts.

STATE OF NEW YORK, *Clinton county, ss:*

Edward Springer, late a lieutenant of the 34th regiment of the United States infantry, commanded by J. D. Leonard as colonel, being duly sworn, deposes and says: That he was at Plattsburg in the years 1814 and 1815, and has resided there from that time until the present; and that, in the latter part of the year 1814, and during the year 1815, the regiment to which this deponent belonged, and the army generally, were many months without pay from the Government; and that, for the want of means, many of the officers and soldiers obtained a credit from Bailey & Delord, then merchants in a large business at Plattsburg, and extensively engaged in furnishing the troops with supplies. The said Bailey & Delord made the advances to the United States troops by means of the paymasters of the army giving to the soldiers certificates of the amount of pay due to the soldiers individually; and that said Bailey & Delord did thus advance a large amount to such soldiers, with the express understanding that such advances were to be repaid by the paymasters, by deducting the same from the pay of the soldiers, and to pay the same to Bailey & Delord. And this deponent further states, that the 33d and 34th regiments were consolidated; and that, in May or June, 1815, when said regiment was paid off, said Bailey & Delord did receive some part of their pay; (what proportion this deponent does not know.) And this deponent further saith, that he knows that a large proportion of the army were marched off without receiving their pay, and at the time it was well understood that a large amount was left due to said Bailey & Delord.

And this deponent further says, that he personally knows that at the time said Bailey & Delord were making the advances aforesaid, the troops were in a state of mutiny; and, at one time, this deponent went out at *reveille* and found the arms of a whole brigade stacked, and the troops positively refused to do duty another day unless they were paid, and, unless some means were provided for their relief, as their times were out, they would never take their arms again; and this deponent and other officers of the army had great difficulty in quieting the disorders of the soldiers and inducing them to return to duty. And this deponent believes that the advances made by Bailey & Delord were of essential service; and that while said Bailey & Delord continued to advance to the army, all difficulty was stopped, and no further trouble was experienced from the soldiers on account of their pay. And this deponent further states, that he has no doubt that the advances made by Bailey & Delord to the United States army at the time aforesaid were the cause of their failure and the loss of their property; and that said Bailey and the legal representatives of Henry Delord are equitably entitled to be repaid by the Government for the advances so by them made to the United States troops.

And this deponent further states, that he is now personally acquainted with William Bailey, Esq., and that he now resides in Plattsburg; and that the wife of Henry Delord now lives in Plattsburg; and that the said Henry Delord died at Plattsburg some eight years since, and left his widow in

indigent circumstances; and that said William Bailey has not any thing more than the bare means of a living, with a large family on his hands.

EDWARD SPRINGER.

Sworn to and subscribed this 4th day of June, 1834.

WM. F. HAILE,

A Judge of Clinton County Courts.

CITY AND COUNTY OF NEW YORK, ss :

Mordecai Myers, late a captain in the 13th regiment of United States infantry, and now a resident of this city, to me personally known, being sworn according to law, doth depose and say: That he was at Plattsburg, in Clinton county, with the army, part of the year 1815, during which time the army remained unpaid; that the men were in want of their pay, and murmurs were loud and general, so much so that some were of opinion that, unless measures were soon taken to relieve them, mutiny might be the effect. At that time William Bailey and Henry Delord were copartners in a store supplied with an assortment of such articles of food and other merchandise as are required by soldiers, and, at the request of many of the officers, gave a general credit to their men, by granting due-bills of the firm of Bailey & Delord for specific amounts, which due-bills gave the holders a credit at their store for such articles as they might from time to time require, until the amount of such due-bills was run out; and the deponent then understood that such due-bills were to be presented to the paymasters when they should be in funds, paid by them, and charged to the men, under the sanction of those officers; and this deponent also understood that, after Bailey & Delord had so trusted the men to a considerable amount, they became alarmed lest the army might be either disbanded or marched off without receiving their pay, and that they stated their fears to the commanding general, Alexander Macomb, who gave them strong assurances that neither would be the case until after they should be paid: whereupon said Bailey & Delord continued to give extensive credits; and that the army was in part disbanded and in part marched off without being paid. The deponent believes that said Bailey & Delord were losers to a large amount.

M. MYERS.

Sworn to before me this thirty-first day of March, 1834.

S. MELVIN, *Notary Public.*

STATE OF NEW YORK, ss :

I do hereby certify that I was considerably acquainted with the affairs and business of William Bailey and Henry Delord, then merchants and traders in the village of Plattsburg, in the fore part of the year 1815, and know that they had then a large supply of goods, groceries and provisions, on hand, which they disposed of principally to the officers and soldiers of the United States army then stationed at Plattsburg. It was then generally understood that the troops, both officers and men, had been some time with-

out pay, and that they were in straitened circumstances as to the means of supplying their wants; and that, at the earnest solicitation of the officers, and under the fullest assurances that the troops would be paid off before they were marched from Plattsburg or discharged, and that when that did take place the said Messrs. Bailey & Delord would be paid for such supplies as they should advance to the troops in those needy circumstances, the said Messrs. Bailey & Delord did advance to the officers and to the men, at their special instance, nearly their whole stock of goods, groceries, and supplies of provisions, on credit; as I understood at that time, to the amount of over twenty thousand dollars; that some companies of the troops were paid off before they were marched away from Plattsburg, as was expected, and some small collections were made from such as were paid off; but that a greater part of the troops were removed from this post before they received any pay, and the certificates, receipts, and accounts for those advances had to be forwarded after them by quartermasters and agents whom they could engage to be present when the troops were paid, and try to get the amount of such advances retained out of the pay of the individual soldiers to whom they had been made; but that, in consequence of the removal and dispersion of the troops before they received their pay, but very little of them was ever collected by the said Bailey & Delord, and almost the whole of such advances, made to the troops so removed, were wholly lost to them. The precise amount of their losses on that occasion is unknown to me, but I then supposed, and do now believe, that it was from fifteen to eighteen thousand dollars; that, in consequence of those losses, both Messrs. Wm. Bailey and Henry Delord, who were previously in good and independent circumstances as to property, failed and became impoverished.

JOHN PALMER.

JEFFERSON BARRACKS, *May 14, 1834.*

MY DEAR SIR: I have had the pleasure of receiving your letter of the 17th ultimo, in reference to the claims of Bailey & Delord for necessities furnished the troops at Plattsburg, whilst the army lay there, before and after the close of the late war. The transaction did not fall under my observation, or, I believe, whilst I was at the post. I left Plattsburg in July, 1814, and did not return to that place till the spring or summer of 1816. I have no personal knowledge of the circumstances, but I am convinced, from information derived from various sources, that Bailey & Delord incurred great losses by the discharge of the troops before they were paid off.

I regret that I cannot bear testimony that would avail you, suffering as you must be by affording relief in support of the public interest. I think, however, that Congress will grant you a remuneration, upon a proper representation of the case.

I beg that you will present me kindly to my acquaintances and friends of Plattsburg, whilst with esteem and respect, yours, ever,

H. ATKINSON.

W. BAILEY, Esq.

HEADQUARTERS OF THE ARMY,
Washington, December 13, 1834.

I distinctly recollect that Bailey & Delord were respectable merchants at Plattsburg in 1814 and 1815; that they kept large supplies on hand of merchandise, including various articles useful and necessary to officers and soldiers; and that they did supply a great quantity thereof to the officers and soldiers of the army of the United States then stationed at Plattsburg. And I also understood at that time that, when the soldiers and officers were without pay, they credited them, on the faith of the commanding officers of companies that they should be paid for the articles furnished as soon as the Government should pay the troops; that, on the disbandment of the army in 1815, many of the troops were retained to form a peace establishment, and marched from Plattsburg to join their respective regiments. From these troops I understood large amounts were due the said Bailey & Delord. Mr. Delord called on me in 1815, at my headquarters in Castle Garden, on the Battery, in the city of New York, and requested me to use my endeavors to enable him to obtain from the troops the money due Bailey & Delord, which he informed me was upwards of \$20,000. I gave him letters to the commanding officers of detachments then on board the transports, and about to sail to different destinations, requesting the aid of the officers, in behalf of the said Bailey & Delord, in obtaining their just demands against the troops; that Mr. Delord did go on board the said transports, and visit the troops in the harbor of New York, as I was informed by him, and was unable, from the change of officers and other circumstances, to obtain payment, as he had expected; and I have not the least doubt that all that Mr. Delord had stated to me respecting the debts due him was true, and that he was a sufferer to a great amount.

ALEX. MACOMB, *Major General.*

PLATTSBURG, August 12, 1836.

DEAR SIR: We are about procuring some additional evidence in the case of the late firm of Bailey & Delord, with the view to the allowance of the claim which has been presented to Congress. Your residence at Plattsburg during the late war, the active part you took in the events of that period, and your acquaintance with the business transactions of Bailey & Delord, may enable you to give a certificate which will aid in obtaining from the Government that justice to which the claimants so justly are entitled. The facts which we suppose to exist, and which, if true, we deem most important to establish, are, that the troops at Plattsburg, in consequence of being for a long time without pay, became much in want of necessaries, and were uneasy and dissatisfied, and at one time almost in a state of mutiny; that, under these circumstances, General Macomb and other officers applied to Bailey & Delord to advance and furnish to the troops such articles as they might need, with assurances that the troops would soon be paid off, and before they left Plattsburg; and that the amount which was advanced should, in each case, be withheld from the pay due to the individual receiving the articles, and paid to Bailey & Delord; that the district paymaster, Walter Sheldon, assented to and confirmed the arrangement, as well as the regimental paymasters; that Bailey & Delord, acting under the faith of these assurances and engagements, did make heavy ad-

vances to the troops ; that such advances would not have been made without such assurances, nor upon the individual responsibility of the troops ; that the payment to the troops being delayed longer than was anticipated, the means of Bailey & Delord became exhausted ; that they represented this fact to General Macomb and other officers, stating that they could not continue this course without receiving payment ; that they were told, in reply to this, that it would not answer to discontinue the supplies ; that the troops could not be kept from mutiny without, and the consequences might be serious ; and again assuring Bailey & Delord that the troops would soon be paid, when their advances should be settled ; that Bailey & Delord accordingly made great exertions, and borrowed money to enable them to continue the supplies ; that, contrary to expectation and assurances, the troops were ordered from Plattsburg before they were paid, and the result was that Bailey & Delord lost most of the advances thus made, by which means they were obliged to fail, and, from a comfortable independence which they both possessed, were rendered insolvent.

You will confer upon us a particular obligation if you will furnish us with a statement or certificate of any or so many of those or similar facts as may be within your knowledge, and we will also thank you to state, so far as you can, what amount was advanced by Bailey & Delord to the troops, and especially to state any knowledge you may possess of the conversations or assurances of General Macomb in relation to the matter, and oblige your old friends, &c.

WILLIAM BAILEY.
E. SWETLAND.

HON. REUBEN H. WALWORTH.

SARATOGA SPRINGS, *October 1, 1836.*

I have no doubt that the statements in the annexed letter are all correct, though I have no personal knowledge as to any agreement or understanding with the officers of the army, except what I understood from Bailey & Delord at the time these transactions took place, and from general report. I knew, however, that they furnished large amounts to the troops at a time when the Government officers had no funds at that place to pay them, and without which advances the army would have been in a very destitute condition ; and that they acted upon the understanding that the soldiers would be discharged and paid off at Plattsburg, and that they would then get their pay for those advances, or sufficient to make themselves whole. I also know that, in consequence of the removal of the troops, Bailey & Delord lost the principal part of their advances, to the amount of many thousands of dollars ; and that both of them, who were before independent in their circumstances, were, in consequence of these losses, reduced to poverty.

R. HYDE WALWORTH,
Chancellor of the State of New York.

I, Benjamin Mooers, a major general of the New York militia, at Plattsburg, during the last war, certify, that I understood at the time that Messrs. Bailey & Delord, with whom I was well acquainted, furnished supplies for the United States troops stationed at that place, to a large amount ; which supplies, under the circumstances in which our army on the northern fron-

tier was then placed, were of importance to the subordination of the army, and a benefit to the service. The troops, then, had not been paid for some time, nor were they paid any part due to them until marched off for a distant station—as I have understood, and verily believe, to the great injury of the said Bailey & Delord. Therefore, my opinion is that they have claims on Government, according to the nature and extent of supplies furnished at the time and place aforesaid, and, in justice and equity, ought to be paid. William Bailey, the surviving partner of the firm, is a gentleman of respectability, and his statement may be relied upon.

BENJAMIN MOOERS.

PLATTSBURG, *December 19, 1836.*

It appeared to be generally understood, at the time, that those supplies were furnished at the request of the officers stationed at this post, and with the understanding that the troops would be paid before they were removed from Plattsburg.

BENJAMIN MOOERS.

PLATTSBURG, *December 19, 1836.*

STATE OF NEW YORK, *Clinton county, ss :*

The undersigned, a citizen of the town of Plattsburg, being duly sworn, says: That being requested to state somewhat in detail some facts more generally stated or referred to in a former affidavit made by him on the 4th of June, A. D. 1834, in the matter here mentioned, he now further says, that after the said firm of Bailey & Delord had been for some time supplying the troops, as before stated, and had, in a great measure, exhausted their own means and resources, and the payment of the troops being delayed contrary to expectation, they became uneasy and alarmed at the amount of their advances so made; that said firm directed this deponent to call on General Macomb, and to state to him their situation and their apprehensions, and that, unless there was a prospect of immediate payment, they should be obliged to discontinue or stop their advances to the troops, for want of means to sustain them. And this deponent further saith, that he distinctly and clearly recollects that, in pursuance of such directions, he called on General Macomb, at his quarters, and made the communication and statement to him, as above directed, and informed him that deponent had called by direction of Bailey & Delord, and that unless relief could soon be furnished or afforded them they must stop their supplies to the troops; that General Macomb, on that occasion, in a very earnest manner, told this deponent that Bailey & Delord must, on no account whatever, stop their supplies to the troops; that, without such supplies, he should not be able to keep the troops together; and that he might assure Bailey & Delord that they should not in the end, or in no event, lose by it. This deponent accordingly, on his return, communicated to Bailey & Delord these statements and assurances of General Macomb, and they thereupon consented to continue their supplies, and made renewed exertions to raise means for the purpose. And this deponent recollects (among other measures they adopted for the purpose of raising means) of being sent to Grand Isle, by Bailey & Delord, to borrow of Dr. Clark what money he could spare, and did get of him a thousand dollars in specie, which was used to obtain supplies for the

troops, and to enable them to continue the supplies to the troops, in pursuance of the assurances made to them by General Macomb, as before stated. Deponent further saith, that both before and after the last mentioned occasion, he held and heard repeated conversations between the said Bailey & Delord and General Macomb, and also other officers of the army, in which similar and even more positive assurances and directions were given; and the necessity of these supplies to the troops, and the inability to keep them quiet without such supplies, were repeatedly urged upon Bailey & Delord; and such assurances and directions were given at different times in the most pressing and unqualified manner. Deponent further saith, that such advances were made by Bailey & Delord at the urgent request of General Macomb and other officers; and that at no time during said advances being made was any reliance by Bailey & Delord placed upon the soldiers themselves for payment for the supplies, but that they relied solely upon the assurances and promises of the district and regimental paymasters, and the other officers who had the command of the troops, as before stated, that they should receive their pay for their advances as soon as funds were furnished by the Government for the payment of the army.

And deponent, upon further reflection and examination, is now satisfied that the amount of the losses of Bailey & Delord, arising from the credits and advances so made to the troops for supplies and necessities, would exceed the sum of twenty thousand dollars, over and above the sums they received on account of said advances in any way and manner.

And deponent further saith, that orders and due-bills given by the soldiers, and vouchers for the advances, were sent by Bailey & Delord, upon the removal of the troops to distant and remote posts in the country, by different persons, and with the intent and hope of obtaining payment thereon; but all such attempts were unsuccessful, except to a very small amount, and in no instance is it believed that enough was received to pay the expense and trouble of their being sent; and these vouchers and orders on the paymasters, so given by the soldiers, have never been returned to Bailey & Delord, to the knowledge or the belief of this deponent.

And this deponent further saith, that the dwelling-house of William Bailey, one of the said firm, was destroyed by fire some years since, and, as he has been informed and believes, most of the papers and books of said Bailey & Delord were destroyed on that occasion. And this deponent further saith, that Henry Delord, one of the firm of Bailey & Delord, died in the village of Plattsburg, in the year A. D. 1825, leaving a widow, who has since married William Swetland, Esq.; and that William Bailey, Esq., the other partner of said firm, is now living in Plattsburg.

And this deponent further saith, that at no time during their business with the army, and during the time they were making the advances and furnishing the supplies, as herein and before stated, to the troops, were the said Bailey & Delord sutlers to the army, or in any way or manner connected with any sutling establishment relating to the army, but that their supplies and advances were furnished the troops on the request and at the solicitation of the officers of the army only; and at no time during the transaction of their business was any reliance placed, or expectation had, that they could legally compel payment from the individual soldiers of the army; and from the character of an army, generally, nothing short of extreme folly could induce men to part with their property to men as irresponsible as the private soldiers of an army, and on whom the said Bailey

& Delord never relied in giving credit, but did give the credit upon the said assurances of the officers, and placed implicit reliance upon their assurances and promises for payment.

BELA EDGERTON.

Sworn and subscribed before me, this 12th day of January, 1837; and I certify that the deponent is a credible witness.

CALEB NICHOLS,
Supreme Court Commissioner.

STATE OF NEW YORK, *Clinton county, ss :*

William Bailey, of Plattsburg, in said county, surviving partner of the firm of Bailey & Delord, being duly sworn, says : That the facts stated in the petition and memorial presented by deponent and Elizabeth Swetland to Congress, in relation to the subject of this deposition, are true, in substance, according to the best of his knowledge and belief, and as he verily believes. That the supplies mentioned were furnished by said firm to the troops of the United States, at the urgent request of many officers of the army, and under the strong representations of the pressing necessities and wants of the troops, arising from their long arrears of pay, and the strongest assurances from General Macomb and other officers that payment would be made to said firm, and that the troops would not be removed from Plattsburg until they were paid off; and without such representations and assurances, such supplies would not have been furnished by said firm. That the vouchers showing the extent of said advances, and of the losses thereon, together with the books and papers of said firm, were principally destroyed by fire, together with the dwelling-house of deponent, at Plattsburg aforesaid, during the year 1822. That this deponent is unable to state, and has not the means of stating, the amount of such advances by said firm, or of the losses thereon; but, according to the best of his knowledge and belief, the amount so advanced was between twenty and thirty thousand dollars, and the amount thereof remaining unpaid not less than twenty thousand dollars. That, in addition thereto, great and heavy sacrifices, amounting to many thousand dollars, were made of the property and real estate of this deponent, and of the said Henry Delord, by means of sales on judgments and executions, which it was not in their power to prevent; and which sacrifices accrued by reason of the non-payment for the supplies aforesaid advanced by said firm.

This deponent further saith, that, from the information given, and representations made at the time, and as he verily believes, the advances so made by Bailey & Delord were a benefit to the service; without which, a serious revolt of the troops would have taken place. And further says not.

WILLIAM BAILEY.

Sworn and subscribed to this 9th day of January, 1837; and I certify that deponent is a highly credible person and witness.

CALEB NICHOLS,
Supreme Court Commissioner.

UNITED STATES OF AMERICA, }
State, city, and county of New York, } ss.

Robert Swartwout, of the city of New York, being duly sworn, deposes and says : That he was Quartermaster General of the army of the United States during the late war with Great Britain ; that, although he was not present at Plattsburg in the year 1814, or at any time during the period in which the supplies were furnished to the army by Messrs Bailey & Delord, of Plattsburg, he was in constant correspondence during that time with officers of his own department, and others then stationed at that place, and repeatedly heard of the patriotic conduct of these citizens in supplying the wants of the army. This deponent personally knows, from an uninterrupted correspondence and personal interviews during that time with both the Secretary of War and the Secretary of the Treasury, that there were no funds in the Treasury applicable to the disbursements of the Pay or Quartermaster's Department from the month of August, 1814, to the close of the war, with the exception of comparatively small sums procured upon drafts on the War Department on *time*, and loans upon Treasury notes which deponent negotiated in the city of New York immediately preceding the treaty of peace. This deponent further says, that in the spring of the year 1815, before the army was reduced to the peace establishment or removed to distant posts, Mr. Dallas, Secretary of War, being in the city of New York on public business, deponent called his attention distinctly to the hardship of the case of Messrs. Bailey & Delord, and stated that he had been repeatedly informed by officers from Plattsburg, and from other respectable sources, that these citizens had made advances to the troops to the amount, as was represented, of from fifteen to twenty thousand dollars, upon the urgent representations of the officers of the army, and their pledges that they should be repaid out of the first money received for the pay of the army ; and deponent besought the Secretary not to remove the troops from that post until they were paid off. To which appeal Mr. Dallas, in substance, replied, "that necessity obliged the department so to act ; that no funds could yet be appropriated towards the pay of the army, but that they must be removed to their new stations without regard to consequences."

Dated at Trenton, New Jersey, this 14th day of January, 1837.

ROBERT SWARTWOUT.

Sworn and subscribed before me, at Trenton, New Jersey.

WM. HALSTED,
Master in Chancery.

UNITED STATES OF AMERICA, }
State, city, and county of New York, } ss.

Levi Platt, late of Plattsburg, and now a resident of the city of New York, being duly sworn, doth depose and say : That he resided at Plattsburg during the years 1814 and 1815, and that the United States troops stationed at that place during the period above stated were frequently, to all appearances, on the point of mutiny, in consequence of not having received their pay at regular and stated periods ; that they were evidently in want of a variety of articles of necessity. Under these circumstances, a credit was given to them by William Bailey and Henry Delord, merchants of that

place, to a large amount ; and, at the time of their being thus supplied by Bailey & Delord, it was a matter of public notoriety at Plattsburg that the advances made to the officers and troops by Bailey & Delord were made at the instance and particular request of the officers commanding on that station at that time. My belief is, that Bailey & Delord's losses, sustained in consequence of advances made as before stated, would, at a low estimate, amount to twenty thousand dollars. Before making these advances they were evidently in easy circumstances, and, in consequence of losses sustained as before stated, they were ruined.

In order to show how very much the army was embarrassed for the want of money, and the very low state of Government credit at the period above stated, I will relate an occurrence that happened to come within my own knowledge : Colonel Marinus F. Durand, then acting as quartermaster, wanted to purchase a barn of hay, containing about eighty or one hundred tons, *on a credit*. The owners, Lot and Asa Elmore, were willing to let him have the hay, provided I would give my note for the amount the hay was estimated at, payable in sixty days, but would not trust the Government. The above facts being stated to me by the quartermaster, I gave to the Elmores my note as required, the hay was received, and I have been paid by the Government.

LEVI PLATT.

Sworn before me, this 16th day of February, 1837.

EBENEZER PALMER,
Commissioner of Deeds.

When I was recently at Plattsburg, the claim of Bailey & Delord, for remuneration for advances made to the troops during the late war, was brought before me for consideration ; and a conversation with persons upon the spot, and a perusal of papers shown me, tended to refresh my recollection of circumstances which had so long transpired.

Being requested to state further what might occur to my recollection, and willing to do justice to the parties concerned, in a case where I know that they suffered severely, I make this further statement, in addition to the one before made by me at Washington.

When the great length of time that the troops had been without pay, on the occasion referred to, is considered, it cannot be doubted but that much dissatisfaction and discontent would prevail, and that the necessities of many of the officers and men were great ; and such was the fact. I recollect well that many of the officers were anxious and solicitous that Bailey & Delord should make the advances to the army in the manner they did ; and these advances were considered as affording essential relief, and tended to quiet discontent. I have no doubt that Bailey & Delord often consulted and conversed with me as to the propriety and safety of making those advances, and that they were assured, as well by myself, as by the officers generally with whom they conversed, that, when the troops should be paid, those advances would be recognised, and refunded to them out of the pay due to the troops ; and that they made the advances under such assurances. I recollect of having conversations with them upon the subject, and of the purport mentioned ; but all the particulars of those conversa-

tions I cannot recollect. The district paymaster was at Plattsburg, from time to time, during those transactions, and, I believe, well understood the arrangement, and approved of it, and engaged to afford his aid in carrying it into effect.

It was, from time to time, expected and promised that funds would be furnished to pay the troops; and the repeated disappointments in that respect were entirely unexpected, and the cause of much perplexity and embarrassment. That the troops would be removed or dispersed without being paid, was not anticipated or expected; and the strong conviction entertained in that respect was fully expressed to Bailey & Delord; and, undoubtedly, repeated assurances were given them that the troops would be paid before they were removed, for such was the confident belief. I have no idea that they made the advances relying upon the credit of the individuals for payment. Aside from the circumstances mentioned, it cannot reasonably be supposed that sensible men would make advances to the extent they did, upon such a reliance, and to such individuals as are many of those who compose an army.

There is no doubt that the advances made by Bailey & Delord were of essential service to the army and the public; and, under the circumstances of the case, a strong, and, as it seems to me, well-founded claim exists upon the equity of the Government for remuneration. Bailey & Delord were highly worthy and meritorious citizens, and I am well convinced that public considerations, and a desire to relieve the necessities of the army, and to benefit the service and the public in the then embarrassed state of the finances, entered largely into the inducements and motives which led them to make the advances in question.

ALEXANDER MACOMB,

Major General, commanding in chief.

Given at headquarters, Sackett's Harbor, September 22, 1838.

STATE OF NEW YORK, *Clinton County, ss.*

Elizabeth Swetland, being duly sworn, deposeth and saith: That she was formerly the wife of Henry Delord, of Plattsburg, deceased, and was so during the time he was in partnership in mercantile business with William Bailey, at Plattsburg aforesaid; that when her said husband informed her that Bailey & Delord were advancing, or about to advance, supplies to the troops of the United States stationed at Plattsburg, this deponent was opposed to the measure, and stated to him her apprehensions, and that she thought they would run great risk; that her husband informed her that General Macomb and other officers were urgent that they should do it; that the troops were in necessity, and were discontented, and the officers were apprehensive of disorder and mutiny among them; and that they (Bailey & Delord) had such assurances from General Macomb and other officers that they should be paid, that he believed it would be done; that, after Bailey & Delord had continued the advances for a time, they became so large, and increased to such an amount, that it was often the subject of conversation, and deponent frequently expressed to her husband her uneasiness and apprehension as to the result; but he uniformly gave her the same answer as to the assurances he had received from General Macomb and other officers, and that he believed they might rely upon their being

fulfilled; and often said that the necessities and situation of the troops were such that it would not do to risk the consequences of discontinuing the supplies.

This deponent further saith, that the amount of losses sustained by said firm, in consequence of the advances so made to the troops, was about twenty thousand dollars, as she always understood from her said husband, and believes, over and above the sacrifice of property by reason of sales on execution.

This deponent further saith, that she does not know what became of the books and papers of Bailey & Delord, unless they were burnt at the time the house of Judge Bailey was destroyed by fire; that they were not in her said husband's possession at the time of his death, nor has she seen them since, to her knowledge or belief.

And deponent further saith, that R. H. Walworth, Esquire, the present chancellor of this State, and John Palmer, Esquire, whose certificates, as deponent is informed, have been given relative to this application, were, during the period of said advances, and afterwards, partners in law business at Plattsburg, and were the attorneys of Bailey & Delord, and also had demands against them for collection, and were well acquainted with their affairs, and the sacrifices made of their property; and, also, that Judge Levi Platt was at that time a citizen of Plattsburg, and was on intimate terms with Bailey & Delord, and well acquainted with their business and affairs.

ELIZABETH SWETLAND.

Sworn before me this 18th day of January, 1840; and I further certify that the deponent is well known to me, and is a person of high respectability and credibility, and a member of the Episcopal communion, in good standing.

CALEB NICHOLS,
Supreme Court Commissioner.

FEBRUARY 29, 1840.

The Committee of Claims, to whom has been referred the claim of William Bailey and Elizabeth Swetland, late the widow of Henry Delord, report:

That they have examined the additional testimony submitted to the committee at the present session in support of this claim; but have found nothing which ought to change the nature or character of the claim, or induce them to dissent from the principle adopted for the relief of the petitioners by the Committee of Claims, in their report to the House of Representatives at the first session of the twenty-fourth Congress, (which is hereunto annexed and made part of this report,) and herewith report a bill for the petitioners' relief.

FEBRUARY 19, 1836.

The Committee of Claims, to whom was referred the petition of William Bailey and Elizabeth Swetland, late the widow of Henry Delord, report:

That the said William Bailey and Henry Delord, during the late war, were partners in company at Plattsburg, in the State of New York, under

the firm of Bailey & Delord; that, during the period mentioned, they sold goods to a very large amount, to the officers and soldiers stationed at Plattsburg, with the expectation that they would be paid when funds should be provided for paying the troops. They say they were in a great measure induced to give credit from the strong representations made by the officer in command, and others of subordinate grade, that the troops would soon be paid, and that unless such advances were made the army would mutiny. It appears, on one occasion, many of the men did stack their arms, and were on the point of revolting, because they were not paid. The officers persuaded these men to return to their duty, and requested the firm of Bailey & Delord to give credit to them so far as to relieve their immediate necessities. The paymasters frequently gave certificates to the men of the amount due to them on the pay-rolls, which, being presented to the proper officer of the company to which the applicants belonged, were the bases on which the officer would issue a permit to the soldiers to purchase of Bailey & Delord to an amount prescribed.

The troops, thus the debtors of Bailey & Delord, were marched, in many instances, to distant parts of the United States without having been paid, and without having discharged the debts due from them to Bailey & Delord, contracted in the manner aforesaid, under the control of the officers, and in many cases at their earnest solicitation.

General Macomb states that Mr. Delord called on him at Castle Garden, in 1815, at his headquarters, and requested him to use his endeavors to enable him to obtain from the troops the money due Bailey & Delord. He says he gave him letters to the commanding officers of detachments then on board the transports and about to sail to different destinations, requesting the aid of the officers, in behalf of the said Bailey & Delord, in obtaining their just demands against the troops. Mr. Delord went on board, but, from a change of officers and other circumstances, he was not able to make any or but very small collections. The petitioners pray relief from their losses, occasioned, as they say, from the promises and assurances of the officers that the men would be paid before they were discharged; which promises and assurances, together with the wants of the troops, induced them to give the credit mentioned, and, unless it had been given, that part of the army would have been dissolved.

There is no reasonable doubt, from the testimony, that Bailey & Delord did let the soldiers have goods to a very large amount; that such credit was given under the conviction that they would be paid before the troops should be disbanded or marched to any other place; nor is there any reasonable doubt that credit to a large amount was given in consequence of the representations made by the officers, and at their solicitation and request. The troops were not paid there, generally, and debts to a large amount are due to the late firm of Bailey & Delord. The committee do not hold that the United States are liable for these debts in consequence of the assurances or representations of the officers, but, if relief were to be recommended for such causes, the testimony of such officers would be required to prove what their representations and assurances were.

The finances of the country at the time mentioned were greatly embarrassed, and the troops were not paid as soon as they should have been, nor as soon as it was the desire of those who administered the Government to pay them. The advances made by Bailey & Delord to the troops, in many instances, relieved their pressing wants, and promoted the benefit of the service.

In the case of sutlers, the United States have authorized the accounting officers to pay the amount due from the United States to the soldier, provided it did not exceed that due from the soldier to the sutlers.

To show the manner of transacting the business, the committee will recommend that a permission to purchase, a certificate of the amount due a soldier, given by his officers to Bailey & Delord, and an order given by a soldier on the paymaster to pay his debt due to Bailey & Delord, be printed with this report. The committee think this firm, under the circumstances of the case, should be placed on a footing with the sutlers, and for that purpose report a bill.

PLATTSBURG, *February 12, 1815.*

Benjamin Small has permission to get a bill on Bailey & Delord, by settling for the same, to the amount of five dollars.

JAMES WILLEY, *Lieut. 33d Infantry.*

PLATTSBURG, *May 23, 1815.*

Henry Thomas, a private in the 13th infantry, has not been paid in the regiment since the 30th of June, 1814, and I presume has pay due him from that date.

M. MYERS, *Capt. 13th Infantry.*

MESSRS. BAILEY & DELORD.

March 29, 1815.

To Walter Sheldon, district paymaster, or any other person authorized to pay me, the subscriber, please to pay to Bailey & Delord, or order, the sum of five dollars; and stop or deduct the same from my first pay due me as a soldier in the United States service; and this shall be my receipt for the same, for I have received the value of them.

his
JOHN + RAWLEY,
mark

Of Captain Carter's company 34th Infantry.

Witness: B. EDGERTON.

A BILL for the relief of William Bailey, survivor of Bailey and Delord.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the proper accounting officers of the Treasury settle such accounts, due-bills, orders, receipts, and claims, as the said William Bailey has, as the survivor of the late firm of Bailey and Delord, merchants at Plattsburg, in the State of New York, and as he shall present for that purpose, against the officers, non-commissioned officers, and soldiers, stationed at Plattsburg during the late war, in those cases where the United States are indebted to an officer, non-commissioned officer, or soldier, who contracted a debt with the said Bailey and Delord, and agreed to pay the same from money due from the United States: *Provided,* No greater allowance be made in any individual case than is due from the United States to such officer, non-commissioned officer, or private; but the said accounting officer may allow interest on the claims so found

due, where the principal shall not absorb the debt ascertained to be due from the United States.

SEC. 2. *And be it further enacted,* That the money so found to be due from the United States be paid to the said William Bailey, as survivor of Bailey and Delord, out of any money in the Treasury not otherwise appropriated.

Amendment proposed by Mr. Hand.

Strike out all after the word "assembled," in 2d line of the bill, and insert in lieu thereof the following :

"That the Secretary of the Treasury is hereby authorized and required to pay to William Bailey, survivor of the late firm of William Bailey and Henry Delord, out of any moneys in the Treasury not otherwise appropriated, the sum of dollars ; and, also, per cent. interest thereon from the first day of July, one thousand eight hundred and fifteen ; it being in payment of advances made to the army of the United States in the years eighteen hundred and fourteen and eighteen hundred and fifteen, by said Bailey and Delord."

